

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JAVIER GONZALEZ,	:	
	:	
Plaintiff,	:	
	:	21 Civ. 3317 (LGS)
-against-	:	
	:	<u>ORDER</u>
HEALTHY MARKET PLACE CORP., et al.,	:	
Defendants.	:	
	:	
-----X	:	

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on March 3, 2022, the parties filed the settlement agreement and a joint letter explaining why the Court should approve the settlement as fair and reasonable;

WHEREAS, the settlement agreement requires payment of attorneys’ fees, and the Court reviewed the contemporaneous time records and the breakdown of Plaintiff’s counsel’s fees. It is hereby

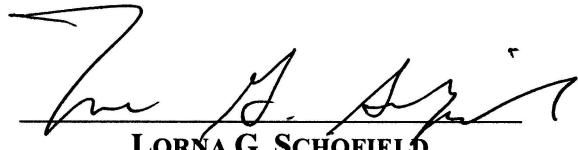
ORDERED that the settlement agreement is **APPROVED** as fair and reasonable based on the nature and scope of Plaintiff’s claims and the risks and expenses involved in additional litigation. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206-07 (2d Cir. 2015); *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012) (outlining the factors that district courts have used to determine whether a proposed settlement is fair and reasonable). It is further

ORDERED that Plaintiff’s counsel’s request for \$5,433.30 is **GRANTED**. This amount includes costs and settlement payment to Plaintiff’s counsel, which is below the lodestar amount and approximately one-third of the settlement. The Court finds this amount to be fair and reasonable in light of the quality of counsel, risks of litigation and the litigation’s magnitude and complexity. *See Hui Luo v L & S Acupuncture, P.C.*, 649 Fed. Appx 1, 2 (2d Cir. 2016)

(summary order) (stating that the lodestar is the presumptively reasonable fee, particularly in fee shifting cases, such as those under FLSA, where the financial recovery is likely to be small); *Perez v AC Roosevelt Food Corp.*, 744 F.3d 39, 44 (2d Cir. 2013) (acknowledging precedent that “the lodestar—the product of a reasonable hourly rate and the reasonable number of hours required by the case—creates a presumptively reasonable fee”); *Millea v. Metro-N. R. Co.*, 658 F.3d 154, 166-67 (2d Cir. 2011). The remainder of the settlement shall be distributed to Plaintiff.

The Clerk of Court is respectfully directed to close this case.

Dated: March 4, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE